

RESOLUTION NO. 110-99

A RESOLUTION AUTHORIZING THE CITY OF COLORADO SPRINGS TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF COLORADO SPRINGS AND THE STATE OF COLORADO FOR THE USE AND BENEFIT OF THE COLORADO DEPARTMENT OF TRANSPORTATION PERTAINING TO THE TRANSFER OF OWNERSHIP OF VARIOUS STATE HIGHWAYS INCLUDING ACADEMY BOULEVARD TO THE CITY OF COLORADO SPRINGS AND THE PHASED TRANSFER OF POWERS BOULEVARD (NORTH) AND OTHER IMPROVEMENTS TO THE STATE OF COLORADO

WHEREAS, the City of Colorado Springs ("City") and State of Colorado ("State") are authorized to enter into Intergovernmental Agreements pursuant to Article XIV, §18 of the Colorado Constitution and Part 2 of Article 1 of Title 29, C.R.S.; and

WHEREAS, City Council believes it is appropriate for the City to enter into an Intergovernmental Agreement with the State of Colorado for the use and benefit of the Colorado Department of Transportation pertaining to transfer of ownership of various state highways including Academy Boulevard, to the City of Colorado Springs, the phased transfer of Powers Boulevard (North) and other improvements to the State and related matters; and

WHEREAS, the City Council has approved a previous version of this Intergovernmental Agreement; and

WHEREAS, the City has received a revised Intergovernmental Agreement; and

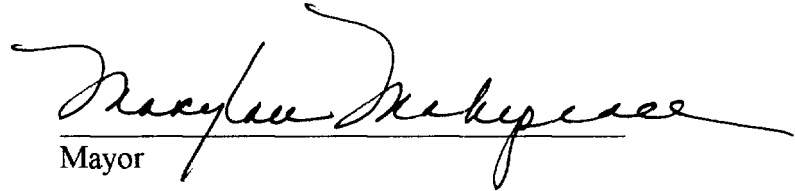
WHEREAS, City Council determines that it is appropriate to enter into the revised Intergovernmental Agreement.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLORADO SPRINGS:

1. The City is authorized to enter into the revised Intergovernmental Agreement between the City and the State for the use and benefit of the Colorado Department of Transportation as presented to Council this date.

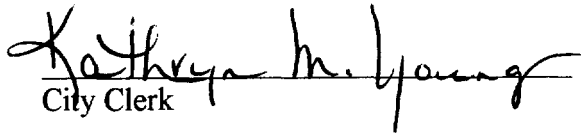
2. The City Manager or the City Manager's designee is authorized to execute this Agreement on behalf of the City.

Dated this 8th day of June, 1999.



Mayor

ATTEST:



City Clerk

**RE: TRANSFER OF OWNERSHIP OF VARIOUS
STATE HIGHWAYS, INCLUDING ACADEMY
BOULEVARD, TO THE CITY OF COLORADO
SPRINGS AND THE PHASED TRANSFER OF
POWERS BOULEVARD (NORTH) AND OTHER
IMPROVEMENTS TO THE STATE**

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT, made this _____ day of _____, 19____, by and between the State of Colorado, for the use and benefit of THE COLORADO DEPARTMENT OF TRANSPORTATION, hereinafter referred to as CDOT, and THE CITY OF COLORADO SPRINGS, hereinafter referred to as City.

RECITALS

1. WHEREAS, the purpose of this Intergovernmental Agreement is to describe the conditions of, and the respective responsibilities of the parties for, the phased transfer of various State highways (including Academy Boulevard) from CDOT to the City, and the phased transfer of the City street known as Powers Boulevard and other improvements from the City to CDOT, and
2. WHEREAS, the parties anticipate such "phased transfer" will take a period of years to complete, and that it will include transfer of administrative control and maintenance and ownership of the roadways and the construction of certain improvements, and the parties intend that the performance of applicable conditions will be subject to the availability and budgeting of sufficient funds therefor in future fiscal years, and
3. WHEREAS, Powers Boulevard is currently a city street under the jurisdiction and control of the City pursuant to sections 43-2-123 and 43-2-124, C.R.S., and Academy Boulevard is currently a State highway (SH 83) under the jurisdiction and control of CDOT pursuant to sections 43-2-101 and 43-2-102, C.R.S., and

4. WHEREAS, CDOT and the City have expressed interest in completing the Powers Boulevard corridor from Drennan Road north to its junction with I-25 at Northgate Road as an access controlled freeway, and
5. WHEREAS, CDOT and the City recognize that the completion of Powers Boulevard will significantly address regional mobility and air quality, reduce through traffic on I-25 approximately ten percent (10%), and provide a vital connection for five key National Defense facilities and the Colorado Springs Airport, and
6. WHEREAS, CDOT and the City acknowledge that Powers Boulevard is on the National Highway System (NHS), and
7. WHEREAS, CDOT intends to designate Powers Boulevard as State Highway 83 (SH 83), and
8. WHEREAS, CDOT and the City acknowledge that Powers Boulevard is a TEA-21 high priority project, and
9. WHEREAS, this transfer of roadways is endorsed by a Resolution of the City of Colorado Springs, and
10. WHEREAS, the City has the interest in assuming the ownership and maintenance of various State highways, including Academy Boulevard, within the City limits, and
11. WHEREAS, CDOT has the interest in assuming the ownership and maintenance of Powers Boulevard, within the City limits, and
12. WHEREAS, CDOT has identified the Powers Boulevard corridor as one of the 28 strategic high priority corridors within the state, and
13. WHEREAS, the private sector has commitments and expressed interests in funding portions of the construction of the Powers Boulevard corridor, as described herein, and

14. WHEREAS, the City is developing agreements with developers for participating financially in improvements for SH 83 (Academy Boulevard) near Woodmen Road, and
15. WHEREAS, the City and CDOT have expressed interests in furthering partnerships with the private sector for the construction of roads and related improvements, and
16. WHEREAS, CDOT has adopted a new access code giving more authority for access decisions to municipalities for roads within urban boundaries, and
17. WHEREAS, CDOT has expressed interest in funding the completion of Powers Boulevard, to the extent described herein, and
18. WHEREAS, the ultimate purpose of this Agreement is for CDOT to complete, own and maintain a grade separated Powers Boulevard from I-25 at Northgate to Drennan Road (approximately 25 miles) and for the City to assume ownership and maintenance of Academy Boulevard (approximately 20 miles) and various other State highways including Nevada Avenue from I-25 North to I-25 South (SH 25D), Lake Avenue / Circle Drive / Airport Road from Nevada Avenue to Airport Road to Academy Boulevard (SH 29), Fillmore Street from I-25 to Nevada Avenue (SH 38), Sinton Road from Fillmore Street to Garden of the Gods Road, Rusina Road from Garden of the Gods Road to Popes Valley Drive, and Arvada Street from Nevada Avenue to I-25 (totaling approximately 15 miles) within the city limits, and
19. WHEREAS, it is the intent of CDOT and the City to, at a later date(s), execute separate agreements and other required documents and to take all necessary steps, including any Transportation Commission Resolutions and City Ordinances and/or Resolutions, that are required to actually and legally abandon and transfer the ownership of roadway right-of-way from one governmental agency to another to accomplish the purposes of this Agreement, and

20. WHEREAS, this Agreement is entered into pursuant to sections 29-1-203, 43-1-110, 43-1-210(5), 43-2-106, 43-2-144, and 43-2-106 of the C.R.S., the City's relevant Ordinance and/or Resolution, and the Transportation Commission Resolution attached hereto as applicable.

NOW, THEREFORE THE PARTIES AGREE AS FOLLOWS:

I. DEFINITIONS

The definitions of the following terms shall be used for interpretation when referenced in this Agreement:

- A. ***Administrative Control*** shall be understood to mean sole responsibility for the following activities that are normally associated with the ownership responsibility for a roadway: access control including approvals and/or denials, development review related to roadway impacts, utility review and coordination, and any and all future roadway improvement design and construction not identified in this Agreement.
- B. ***Maintenance*** shall be understood to mean sole responsibility for repair, snow removal, rehabilitation, striping, patching, overlay, signal and sign maintenance, and other activities normally associated with the maintenance responsibility for a roadway, in conformance with all standards and requirements that are applicable when the maintenance is performed.
- C. ***Ownership*** shall be understood to mean legal ownership (full legal title and interest) in the relevant roadway and right-of-way, and the responsibility thereof. The transfer of ownership of the relevant roadways and rights-of-way described in this Agreement shall be accomplished at a later date(s) by the parties' execution of separate

agreements and other required documents and by their taking all other necessary steps, including any Transportation Commission Resolutions and City Ordinances, to legally abandon and transfer ownership of roadway and right-of-way from one governmental entity to the other. Once ownership of a roadway has been effectively transferred to a party, all administrative control and maintenance of the roadway will be the sole responsibility of the new owner party, subject to the division of maintenance responsibilities under section 43-2-135, C.R.S. which shall remain applicable, and any previous delegation of administrative control and/or maintenance over that roadway to the contrary shall automatically terminate. Easements will be described and granted, by appropriate instruments and procedures, to maintain ownership of special facilities such as telecommunications.

II. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the responsibilities of the parties, subject to the availability and budgeting of future funding, for the phased actions required for CDOT to transfer administrative control, maintenance, and ownership of various State highways (including Academy Boulevard) to the City, and for CDOT to complete construction of Powers Boulevard (from I-25 at North gate to Drennan Road), and for the City to transfer administrative control, maintenance and ownership of that section of Powers Boulevard (along with other improvements) to CDOT.

The performance of required conditions shall be separated into 3 distinct Phases (see attached Exhibits A, B, C, D and E, which are incorporated herein by this reference), and the actual transfers of ownership shall be in accord with the procedures described herein.

Transferring of administrative control, maintenance and ownership and the construction of improvements, shall occur in accordance with the terms and conditions outlined in this Agreement.

Whenever this Agreement requires one party to accept transfer of, or assume responsibility for, the administrative control or maintenance or ownership of a particular roadway from the other based on the occurrence of a certain event, the transferring party shall promptly provide written notice to the other concerning the actual date of the occurrence of that event, and the responsibility of the party accepting the transfer shall start on the date of its receipt of such notice.

This Agreement "anticipates" that the transfers and the performances described herein will occur within certain time periods. But, transfer and performance within those time periods are anticipated only, and are subject to change, and are not contractual obligations.

The parties agree that the State may need eminent domain authority to condemn property for rights-of-way for its construction of the portions of Powers Boulevard and interchanges described in this Agreement. Accordingly, the State, through the

Transportation Commission and pursuant to section 43-2-101, C.R.S., and other applicable law, may adopt one or more Resolutions formally designating Powers Boulevard (or portions thereof) as a State Highway, at any time(s) before the actual transfer of the ownership of Powers Boulevard to the State, for the purpose of using the State's section 43-1-208, C.R.S., eminent domain authority for such construction, as well as to authorize the State's administrative control or maintenance thereof.

III. FUNDING PROVISIONS FOR THE PROJECT

Subject to annual availability, prioritization of statewide strategic projects, and budgeting of funds:

- CDOT shall provide a minimum of \$53 million exclusive of Metro Area Funding towards the completion of the Powers Boulevard (North) Phase I projects within the City limits.
- CDOT shall provide the funds necessary to complete the interchange at US 24 Bypass (Fountain Boulevard)/Academy Boulevard and all the interchanges on Powers Boulevard.
- CDOT shall provide \$8 million to the City or to its designee the Colorado Springs Public Improvement Corporation, as determined by the City, to accelerate the construction of the Academy/Woodmen interchange.
- Under the terms of the City's agreements with LP 47, LLC, dba LaPlata, and upon obtaining \$6.4 million from LaPlata, the City shall collect on behalf of and pay to the State said \$6.4 million to complete the construction of Powers Boulevard (North)

from Woodmen Road to Briargate Parkway. The transfer of this \$6.4 million shall take place according to the following schedule:

- a) The City shall transfer \$2.13 million no later than CDOT's final acceptance of the construction of Powers Boulevard, with at-grade intersections, from Woodmen Road to Research Parkway.
- b) The City shall transfer \$4.27 million to CDOT no later than CDOT's final acceptance of construction of Powers Boulevard, with at-grade intersections, from Research Parkway to Briargate Parkway.
- The City shall also assign the TEA-21 High Priority Funds (\$9.0 million) for the Powers Boulevard construction to CDOT as described herein.

IV. PHASING OF ROADWAY TRANSFER

A. Phased Approach - The transfer of administrative control, maintenance and ownership of the State highways to the City and Powers Boulevard to CDOT shall occur generally in accordance with the phasing described below.

B. Contract Execution:

- Upon execution of this contract, the City transfers administrative control of Powers Boulevard within the city limits, from Drennan Road north to Fountain Boulevard and from Platte Avenue north to Woodmen Road (approximately 8.5 miles), to CDOT and CDOT accepts such transfer.
- Upon execution of this contract, CDOT transfers administrative control of Academy Boulevard (SH 83), from Union Boulevard north to the junction with

SH 83, and SH 83, from Academy Boulevard north to Powers Boulevard (future) (approximately 8.5 miles), to the City and the City accepts such transfer.

C. Phase I (anticipated completion by early 2002)

- CDOT will construct and accept administrative control of newly constructed portions of Powers Boulevard with at-grade intersections from Woodmen Road north to SH 83 (approximately 6.5 miles).
- The City will accept maintenance responsibilities on newly constructed portions of Powers Boulevard from Woodmen Road north to SH 83 that are opened to traffic. Upon completion of Powers Boulevard from Woodmen to SH 83, CDOT shall accept full maintenance responsibilities for Powers Boulevard.
- CDOT will resurface Nevada Avenue, between I-25 North to I-25 South, by 2001.
- Upon final acceptance of the construction by CDOT and the City of Powers Boulevard with at grade intersections from Woodmen Road north to SH 83, and upon the final acceptance of the construction by CDOT of the resurfacing project of Nevada Avenue (as listed above), CDOT will transfer and the City shall accept administrative control of SH 83 (Academy Boulevard) from Fountain Boulevard north to Union Boulevard (approximately 6.5 miles).
- Subject to final acceptance of the construction by CDOT and the City of Powers Boulevard with at grade intersections from Woodmen Road north to SH 83 and subject to the final acceptance of the construction by CDOT of the resurfacing project of Nevada Avenue (as listed above), the City hereby assigns to CDOT the TEA-21 High Priority Funds (\$9.0 million) for Powers Boulevard that have been

allocated to the City through CDOT. Upon such final acceptance, CDOT has the right to take and use such funds for CDOT purposes on Powers Boulevard.

- CDOT and the City will use good faith efforts to execute separate agreements to transfer responsibilities on the following roadways by the completion of Phase I:
 - a. Maintenance on Powers Boulevard (Drennan Road north to Fountain Boulevard and Platte Avenue north to SH 83) from the City to CDOT
 - b. Maintenance on Academy Blvd (SH 83) (Woodmen Road north to SH 83) and SH 83 (Academy Boulevard north to Powers Blvd (future)) from CDOT to the City
 - c. Administrative control and maintenance of the following State highways from CDOT to the City:
 - SH 25D (Nevada Avenue) from I-25 North to I-25 South (approximately 6.8 miles)
 - SH 29 (Lake Avenue / Circle Drive / Airport Road) from Nevada Avenue (SH 115) to Airport Road to Academy Boulevard (approximately 5.4 miles)
 - SH 38 (Fillmore Street) from I-25 to Nevada Avenue (approximately 0.9 miles)
 - Sinton Road from Fillmore Street to Garden of the Gods Road (approximately 1.5 miles)
 - Rusina Road from Garden of the Gods Road to Popes Valley Drive (approximately 0.6 miles)
 - Arvada Street from Nevada Avenue to I-25 (approximately 1.1 miles)

- Under a separate agreement, CDOT and the City will proceed with the transfer of ownership of all State highways and city roadways identified in Phase I with the full transfer of ownership for these roadways completed no later than completion of Phase II.
- CDOT will contribute \$8 million to the City or to its designee the Colorado Springs Public Improvement Corporation, as determined by the City, to accelerate the construction of the Academy/Woodmen interchange by December 31, 2002.

D. Phase II (anticipated completion by early 2006; contingent on future funding)

- CDOT will construct the following grade separated interchanges:
 - a. Platte/Powers
 - b. Woodmen/Powers
 - c. Additional interchange as determined through the Regional planning process
- Upon final acceptance of the construction by CDOT of the above interchanges, the City will accept administrative control of SH 83 (Academy Boulevard) from Fountain Boulevard south to Drennan Road and from SH 115 (Nevada Avenue) west to Broadmoor Bluffs.
- Upon final acceptance of the construction by CDOT of the above interchanges, the City will accept maintenance of SH 83 (Academy Boulevard) from Woodmen Road south to Drennan Road and from SH 115 (Nevada Avenue) west to Broadmoor Bluffs.
- Under a separate agreement, CDOT and the City will proceed with the transfer of ownership of all State highways and city roadways identified in Phases I and II

with the full transfer of ownership for these roadways completed no later than the completion of Phase II.

- In the event the Regional Planning Process cannot reasonably assure a funding stream to continue the Phase III improvements on Powers Boulevard beyond 2006 at a level acceptable to the Parties, full acceptance by the City of maintenance on Academy Boulevard may be delayed and renegotiated at the completion of Phase II.

E. Phase III (completion contingent on the 7th Pot funding)

- CDOT and the City will continue to pursue funding to construct Powers Boulevard to access controlled freeway standards through the Regional Planning process with proposed interchanges at the following locations:
 - Drennan Rd./Powers Blvd.
 - Hancock Expressway/Powers Blvd.
 - Fountain Blvd./Powers Blvd.
 - Airport-Stewart Ave./Powers Blvd.
 - Galley Rd./Powers Blvd.
 - Palmer Park Blvd./Powers Blvd.
 - Constitution Blvd./Powers Blvd.
 - N. Carefree Circle/Powers Blvd.
 - Barnes Rd./Powers Blvd.
 - Stetson Hills Rd./Powers Blvd.
 - Dublin Blvd./Powers Blvd.
 - Research Pkway./Powers Blvd.
 - Briargate Pkway.-Union Blvd./Powers Blvd.
 - Old Ranch Rd./Powers Blvd.
 - SH 83/Powers Blvd.
 - Voyager Pkway/Powers Blvd.
 - I-25 near Northgate/Powers Blvd.
- CDOT and the City will continue to pursue funding to construct Powers Boulevard to access controlled freeway standards through the Regional Planning process with proposed grade separations at the following locations:

- Astrozon Blvd./Powers Blvd.
- Aeroplaza Dr./Powers Blvd.
- Omaha Blvd./Powers Blvd.
- S. Carefree Circle/Powers Blvd.
- CDOT will construct and have ownership of Powers Boulevard from SH 83 north to the connection of I-25 near the North Gate interchange.

V. ADDITIONAL CITY COMMITMENTS

- A. ***Future Private Participation on Interchanges*** - The City will assist CDOT in maximizing the financial participation from the developers in the North Gate Annexation area, for the construction of Powers Boulevard. The North Gate Annexation area is generally north of Stout Allen Road, east of I-25, south of North Gate Road and west of SH 83.
- B. ***Liaison*** - The City agrees to provide a liaison with CDOT through the City of Colorado Springs Office of Public Works, 30 South Nevada, Suite 405, Colorado Springs, Colorado 80901, (719) 385-5907. This liaison will be responsible for coordinating the activities of the City under this Agreement.
- C. ***Future State/Federal Funding*** - The City understands that the funding for the construction of the Powers Boulevard (N) Phase I and for all obligations described herein are subject to future authorization by others. The City will actively support CDOT in the pursuit of project specific authorizations for Powers Boulevard from the Federal government.
- D. ***Right-of-Way from Developers*** - The City has agreements from developers to dedicate portions of the right-of-way for the completion of Powers Boulevard from Woodmen Road north to SH 83. The City commits to assist CDOT in obtaining the right-of-way as defined in these agreements.
- E. ***Costs for Utility Relocations*** - The City and CDOT acknowledge that CDOT has no financial obligations for the relocation of utilities necessary for the construction of interchanges along the existing Powers Boulevard corridor.

VI. ADDITIONAL CDOT COMMITMENTS

- A. *Anticipated Completion of All Improvements* - CDOT will use good faith efforts to complete all of the construction described herein for Powers Boulevard north of Drennan Road within 12 years of execution of this Agreement.
- B. *Funding and Actions* - CDOT agrees, subject to Transportation Commission approval, that all other Powers Boulevard funding and actions shall be subordinate to those contained in this Agreement.
- C. *Liaison* - CDOT will provide a liaison through the Region Transportation Director, CDOT Region 2, P.O. Box 536, 905 Erie Street, Pueblo, Colorado 81002, (719) 546-5452. Said Director will also be responsible for coordinating the State's activities under this contract.

VII. OTHER UNDERSTANDINGS

A. "Contingent Obligations"

1. It is expressly understood and agreed that this Agreement describes only the parties intent concerning the proposed Projects and their anticipated coordination concerning proposed Project activities.
2. The parties understand that sufficient funds are not currently encumbered by this Agreement to cover the financial "commitments" to perform highway work, and/or to allocate or contribute or otherwise provide funding that are described herein. The parties agree that any such "commitments" shall be subject to and contingent upon the parties taking additional appropriate action to budget and make available sufficient monies for same, including where needed the execution

of separate agreements to encumber such funds and to authorize performance of such work.

3. Financial obligations of the State and of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
 4. The parties' contingent obligations under this contract shall not be deemed to create any multiple-fiscal year direct or indirect debt or other financial obligation whatsoever for purposes of section 20 (4) (b) of article X of the state constitution, and it shall not in any way be construed to create a general obligation indebtedness of the State or of the city under any other constitutional, or statutory, or Charter of the City of Colorado Springs requirement. Neither CDOT nor the City has pledged its full faith and credit to perform such work or to make such payments, and this Agreement shall not obligate CDOT or the City to levy or to pledge or to apply any general fund revenues to perform such work or to make such payments.
- B. ***Stout Allen Interchange*** - CDOT and the City understand that the Stout Allen interchange with I-25 and the arterial connecting it to SH 83 at Powers Boulevard will be designed and constructed by a private party. Both parties agree that CDOT shall have no financial obligation for the design and construction of this interchange and the roadway connection to Powers Boulevard near SH 83.
- C. ***US 24 Bypass (Fountain Boulevard)/Academy Boulevard Interchange*** – CDOT and the City recognize the need for a grade separated interchange at US 24 Bypass (Fountain Boulevard) and Academy Boulevard. CDOT will complete this

interchange, as it becomes a regional priority and subject to the availability of funding.

D. ***Funding Control Totals and Amendments*** – Subject to Section VII, subsection A above, the City and CDOT acknowledge that the Transportation Commission has initially allocated \$76 million of anticipated future revenues for the initial construction of Powers Boulevard north of Woodmen Road and for an extension of Powers Boulevard south of Fontaine Boulevard in El Paso County, subject to actual availability and budgeting of such funds for such purposes. The City and CDOT understand that the current allocation is split \$53 million for the Powers Boulevard (North) Phase I project located in the city and \$23 million for the Powers Boulevard (South) project located in the County. Both parties further understand these allocations are based on best estimates to complete these projects and agree that the actual costs could vary. Should excess funds exist from one project (exclusive of private funds and the STIP Metro funds), both parties agree that the excess funds may be reallocated to the other projects along the Powers Boulevard corridor by the Transportation Commission. Prior to any reallocation, CDOT will notify the City, County and Pikes Peak Area Council of Governments of the cause, amount and timing of any reallocation.

E. ***Interchanges/Grade Separations*** - Subject to Transportation Commission approval and discretion, the planned location for interchanges/grade separations along Powers Boulevard within the City are (from south to north): Drennan Road; Hancock Expressway; Astrozon Boulevard; Fountain Boulevard; Aeroplaza Drive; Airport/Stewart Avenue; Platte Avenue; Galley Road; Omaha Boulevard; Palmer

Park Boulevard; Constitution Boulevard; S. Carefree Circle; N. Carefree Circle; Barnes Road; Stetson Hills Road; Dublin Boulevard; Woodmen Road; Research Parkway; Briargate/Union Boulevard; Old Ranch Road; SH 83; Possible Interchange between SH 83 & Voyager Parkway; Voyager Parkway; I-25 near North Gate.

- F. ***Entire Agreement*** - CDOT and the City understand that the provisions contained in this Agreement represent the entire agreement between each other. Other verbal or written understandings are not part of this Agreement unless adopted in writing as an amendment to this Agreement.
- G. CDOT and the City agree that Powers Boulevard will be designed and ultimately constructed as an access controlled freeway.
- H. This Agreement is not intended to relieve either party of other obligations associated with either roadway, unless specifically described in this Agreement.
- I. CDOT and the City agree to cooperate in good faith for the implementation of the provisions of this Agreement.
- J. By this Agreement, CDOT assumes no bonded debt, or any other financial obligations whatsoever, whether arising out of or resulting from or associated with, any right-of-way that is purchased or donated or pledged or encumbered by any other party for this Powers Boulevard corridor.
- K. The legal effectiveness of this Agreement is subject to Resolutions being adopted by the Transportation Commission and the City approving same. The terms of the Transportation Commission Resolution which approves this agreement are hereby incorporated into this agreement by reference. A copy of the Transportation Commission Resolution is attached. In the event of any conflict between the terms of

this agreement and the Transportation Commission Resolution which approves this agreement, the terms of the Transportation Commission Resolution shall control.

Agreed to:

Colorado Department of Transportation

City of Colorado Springs

Witness

Witness

Resolution Number TC-724

WHEREAS, Powers Boulevard is currently a city street under the jurisdiction and control of the City of Colorado Springs (City), pursuant to sections 43-2-123 and 43-2-124, C.R.S.; and

WHEREAS, Academy Boulevard is currently a State Highway (SH 83) under the jurisdiction and control of CDOT, pursuant to sections 43-2-101 and 43-2-102, C.R.S.; and

WHEREAS, Powers Boulevard is designated on the National Highway System and a high Priority project in the Transportation Equity Act for the 21st Century; and

WHEREAS, however, the Powers Boulevard corridor, from Drennan Road on the south and extending north to its junction with Interstate 25 (I 25) at Northgate Road (approximately 25 miles), is not yet complete; and

WHEREAS, CDOT and the City have expressed interest in completing that corridor as an access controlled freeway including interchanges; and

WHEREAS, when completed as an access controlled freeway, Powers Boulevard would provide a vital connection to five key National Defense facilities and a direct connection to the Colorado Springs Airport; and

WHEREAS, the completion of Powers Boulevard as an access controlled freeway is expected to significantly address regional mobility and air quality and reduce traffic on I 25 by ten percent; and

WHEREAS, the parties desire to cooperate in the phased completion of Powers Boulevard as an access controlled freeway; and

WHEREAS, the parties also desire to cooperate in the phased transfer of the administrative control and maintenance of Powers Boulevard from the City to CDOT, and in the phased transfer of the administrative control and maintenance of Academy Boulevard (approximately 20 miles) together with approximately 15 miles of other State Highways from CDOT to the City; and

WHEREAS, as Powers Boulevard is being completed, the parties further desire to cooperate in the future phased exchange of the ownership of Powers Boulevard (from City to CDOT) and the future phased abandonment and exchange of the ownership of Academy Boulevard and approximately 15 miles of other State Highways (from City to CDOT), subject to separate agreements being executed and all applicable City, CDOT, and Transportation Commission approvals being obtained at later dates to actually exchange such roadways; and

WHEREAS, the parties have prepared the attached draft Intergovernmental Agreement (IGA) between CDOT and the City, which describes the parties respective responsibilities and the proposed schedule for such cooperation, phased transfer, and exchange; and

WHEREAS, the main objective of the IGA (as contained in the official agenda) is the construction of North Powers Boulevard Extension (freeway and grade separated) from Woodmen Road north to I 25 at Northgate. The ultimate purpose of the IGA is CDOT will complete, own and maintain a grade separated Powers Boulevard from I 25 at Northgate to Drennan Road (estimated at 25 miles) and that the City will own and maintain approximately 20 miles of Academy Boulevard and nearly 15 miles of State Highways within the City's limits; and

WHEREAS, the exchange of ownership of the respective roadways is proposed to be accomplished in four stages. Upon construction completion of the different phases of the Powers Boulevard project by CDOT, CDOT and the City intend to transfer ownership of respective segments of the roadways as specified in the IGA; and

WHEREAS, the entire Powers Boulevard project is scheduled for completion within twelve years after the execution of the IGA, which has been endorsed by the City by resolution. Upon completion and exchange, CDOT intends to designate Powers Boulevard as SH 83; and

WHEREAS, the IGA anticipates that funding of the completion of Powers Boulevard will be allocated from Strategic Corridor Program funds and private funds provided by adjacent land developers. Provided, however, that all funding responsibilities of the parties to implement the IGA are expressly subject to the availability and budgeting of sufficient funds therefore in future years, and thus do not constitute a debt or a multi-year financial obligation; and

WHEREAS, CDOT requests that the Transportation Commission approve the IGA as a general framework for CDOT's responsibilities and schedule and proposed funding to proceed with the parties cooperative efforts concerning the Powers Boulevard project.

NOW THEREFORE BE IT RESOLVED, the Transportation Commission of Colorado approves CDOT entering into the IGA as a general framework for CDOT's responsibilities and schedule and proposed funding to proceed with the parties cooperative efforts concerning the Powers Boulevard project but subject to the terms and conditions of the IGA,

FURTHER, that all CDOT funding responsibilities under the IGA are expressly subject to the availability and budgeting by the Transportation Commission of sufficient funds therefore in future years, and thus do not constitute a debt or a multi-year financial obligation.

FURTHER, that the future phased exchange of the ownership of Powers Boulevard (from the City to CDOT) and the future phased abandonment and exchange of the ownership of Academy Boulevard and approximately 15 miles of other State Highways (from CDOT to the City) shall be subject to separate agreements being executed, and all applicable City, CDOT and Transportation Commission approvals being obtained, at later dates to actually exchange such roadways.

Commissioner Brigden then moved to amend the IGA on page 7 by amending the first line of III to read, "subject to annual availability, prioritization of the Strategic Projects and the budgeting of funds." The motion was seconded by Garcia and on a vote of the Commission the motion was unanimously adopted.

INTEROFFICE MEMORANDUM



DATE: April 6, 1999

TO: James Mullen, City Manager

FROM: Hugh King, Street Division Manager, Public Works

SUBJECT: Intergovernmental agreement with the Colorado Dept. of Transportation concerning Powers and Academy Boulevards

SUMMARY

The attached proposed intergovernmental agreement between the Colorado Department of Transportation (CDOT) and the City provides for the following:

- The City assumes ownership and maintenance, according to a defined schedule, of 35 miles of existing State highways within our city limits, including Academy Blvd. and Nevada Ave.
- CDOT assumes ownership and maintenance, according to a defined schedule, of Powers Boulevard (25 miles), existing and yet to be constructed.
- CDOT funds and constructs Powers Blvd., with at-grade intersections, north of Woodmen Road to State Highway 83 by 2002 (to connect with developer constructed I-25 interchange and road at Stout-Allen).
- Subject to future funding, CDOT constructs Powers from SH 83 to I-25 at Northgate and constructs all future interchanges and grade separations necessary for Powers to ultimately be an access controlled freeway - target date for completion 2012.

Full implementation of the agreement will result in an additional \$183,286,366 in capital spending in the City, financed by outside sources, over the next 20 years. Passage of the attached Resolution will enable the City to execute the agreement and have it considered by the State Highway Commission on April 15th.

PREVIOUS COUNCIL ACTION

In February 1998, City Council passed Resolution No. 32-98 endorsing the concept of the road trade and the construction of Powers Boulevard to freeway standards. Council directed staff to begin negotiations with CDOT.

BACKGROUND

Since 1989, the City and CDOT have discussed on several occasions an exchange of Academy Boulevard for Powers Boulevard, with a future extension of Powers north from Woodmen Road to I-25 by the State. Little progress was made for the next six years,

expenditures will need to be included in the 5 Year Municipal Services Plan and future annual budgets.

A large percentage of CDOT's financial obligations depend on future funding. The agreement contains a clause that provides for a renegotiation of the terms, in the event CDOT does not receive said future funding.

The City assumes responsibility for all improvements to Academy Blvd., but is not obligated by this agreement to construct them.

In addition to the above, the City will provide to CDOT the following funds from other sources as part of the agreement:

- \$6.4 million for Powers Blvd. between Woodmen Rd and Briargate Parkway upon completion – funds collected from La Plata (Briargate) as part of annexation agreement obligation.
- \$9 million for Powers Blvd. between Woodmen Rd. and SH 83 – Federal TEA-21 High Priority Funds obtained by the City

ALTERNATIVES

The proposed agreement represents a delicate balance of City and State interests. The most probable alternative to this agreement would be to do nothing, with the following principal results:

- Powers Blvd. would remain a City street. Given projected capital funding, completion of Powers to freeway standards would be delayed far into the future.
- Academy Blvd., among others, would remain a State highway, with a low priority for improvements in the State system. Near term improvements would come slowly, unless financed by the City, as a number of projects have in recent years.

RECOMMENDATION:

The staff recommendation is to approve the attached resolution allowing the agreement to be signed on behalf of the City. The agreement will be considered by the State Highway Commission on Thursday, April 15th. A complete presentation will be given to City Council on April 13th.

PROPOSED MOTION

Move to approve the attached resolution and accompanying intergovernmental agreement transferring ownership of various State highways, including Academy Blvd., to the City of Colorado Springs and transferring ownership of Powers Blvd. to the State of Colorado.

CITY OF COLORADO SPRINGS

2000 - 2019

FISCAL ANALYSIS OF PROPOSED POWERS - ACADEMY TRANSFER

	2000 FORECAST	2001 FORECAST	2002 FORECAST	2003 FORECAST	2004 FORECAST	2005 FORECAST	2006 FORECAST	2007 - 2019 FORECAST 1/
New FTE Positions Added	0	1	3	0	0	0	1	0
REVENUE								
CDOT - Construction of Powers	20,000,000	20,000,000	13,000,000	0	20,000,000	15,000,000	15,000,000	260,000,000
CDOT - Contribution to Const. Of Academy-Woodmen Interchange	0	0	8,000,000	0	0	0	0	0
CDOT - Construction of Academy-Fountain Interchange	0	0	0	0	0	0	0	0
CDOT Pmta. To City for Traffic Signal Maintenance	0	0	(138,000)	(138,000)	(138,000)	(138,000)	(217,000)	20,000,000
CDOT - Overlay of Nevada Avenue	0	0	1,000,000	0	0	0	0	(2,821,000)
TOTAL REVENUES	20,000,000	20,000,000	21,862,000	(138,000)	19,862,000	14,862,000	14,783,000	277,179,000
Net Present Value 3/	284,124,138							
EXPENDITURES 2/								
SALARIES & BENEFITS	0	70,000	196,000	196,000	196,000	196,000	234,000	3,042,000
OPERATING EXPENSES	0	0	80,000	80,000	80,000	80,000	115,000	1,495,000
CAPITAL OUTLAY	0	0	225,000	0	0	0	100,000	875,000
CIP - OVERLAY	0	0	250,000	250,000	250,000	250,000	500,000	6,500,000
CIP - ACADEMY BLVD.	0	0	6,944,444	6,944,444	6,944,444	6,944,444	6,944,444	90,277,778
TOTAL CITY EXPENDITURES	0	70,000	7,695,444	7,470,444	7,470,444	7,470,444	7,893,444	102,189,778
Net Present Value 3/	100,837,772							
ANNUAL REVENUE SURPLUS/DEFICIT	20,000,000	19,930,000	14,166,556	(7,608,444)	12,391,556	7,391,556	6,889,556	174,989,222
CUMULATIVE SURPLUS/DEFICIT	20,000,000	39,930,000	54,096,556	46,488,111	58,879,667	66,271,222	73,160,778	248,150,000
Net Present Value 3/	\$183,286,366							

1/ Cumulative total.

2/ All City expenditures are net of reduced expenditures associated with maintenance of Powers Boulevard.

3/ Assumes 3% discount rate.

EXHIBIT A

Powers Boulevard CDOT/City Agreement

CDOT Administrative Control by Phase



Legend

Contract
Execution

Phase I 

Phase II 

Phase III 

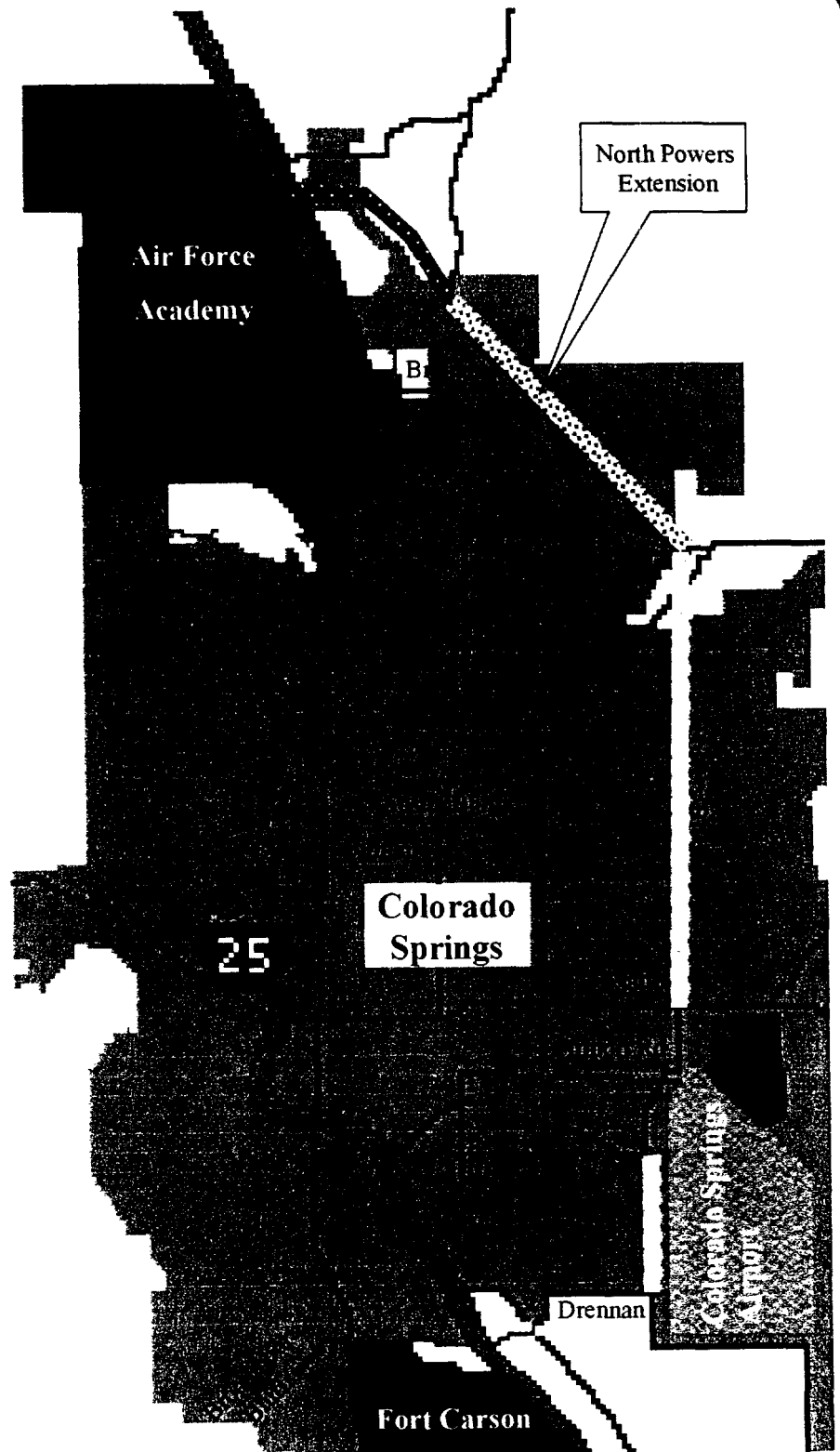


EXHIBIT B

Powers Boulevard CDOT/City Agreement

City Administrative Control by Phase



Legend

Contract
Execution

Phase I 

Phase II 

Phase III 

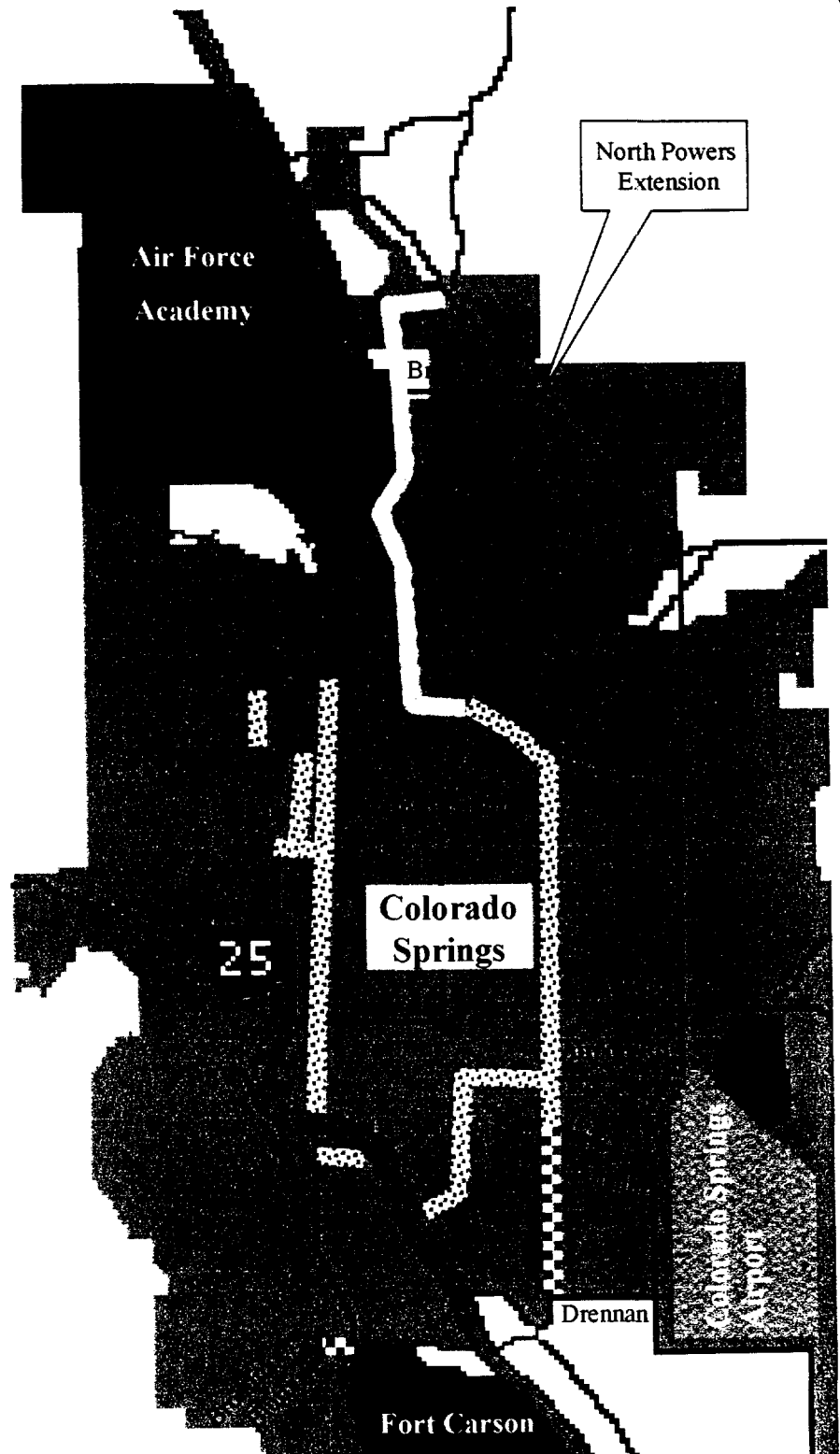
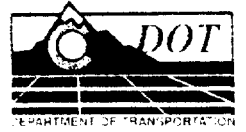


EXHIBIT C

Powers Boulevard CDOT/City Agreement

CDOT Maintenance by Phase



Legend

Contract
Execution

Phase I 

Phase II 

Phase III 

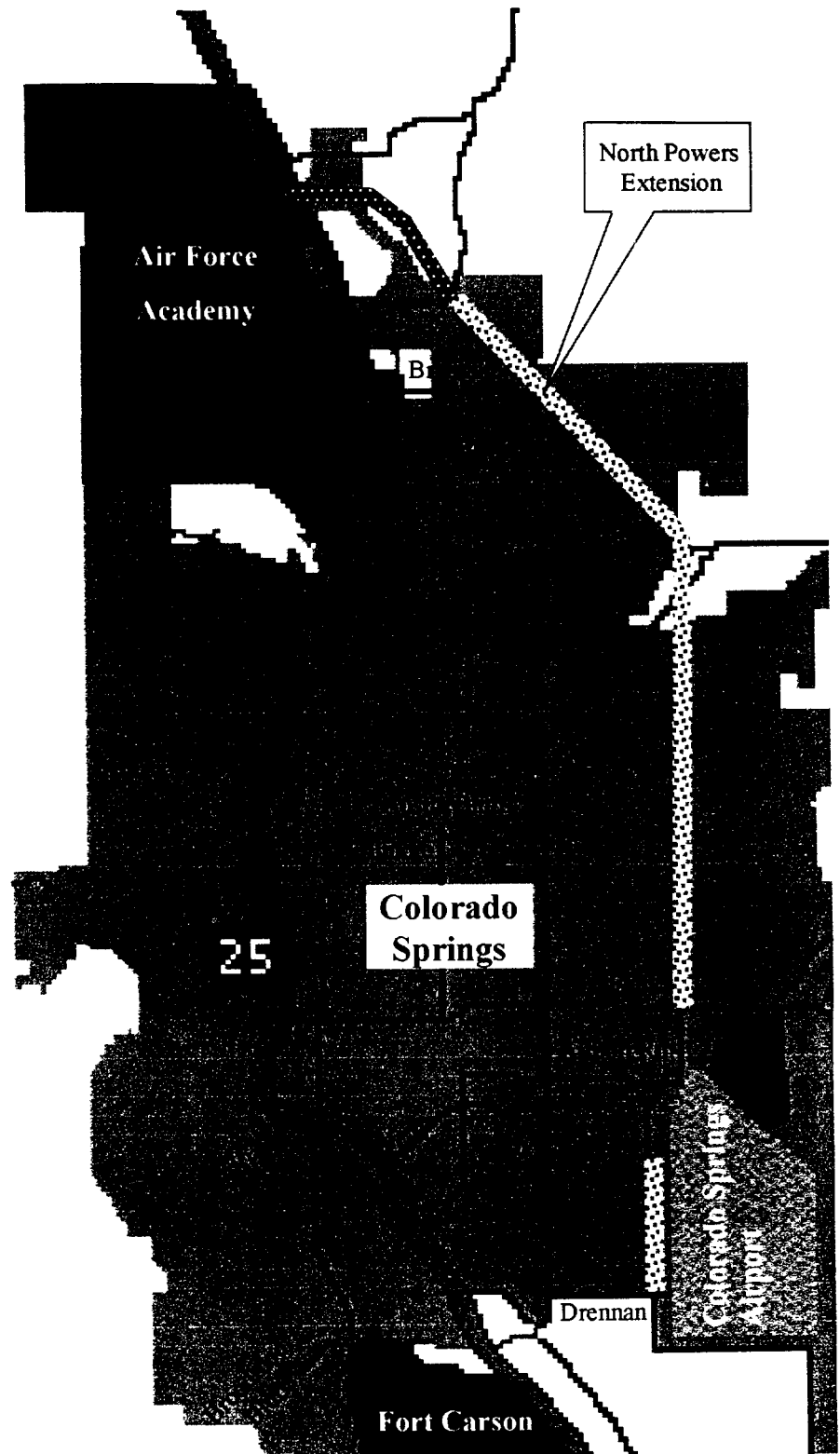


EXHIBIT D

Powers Boulevard CDOT/City Agreement

City Maintenance by Phase



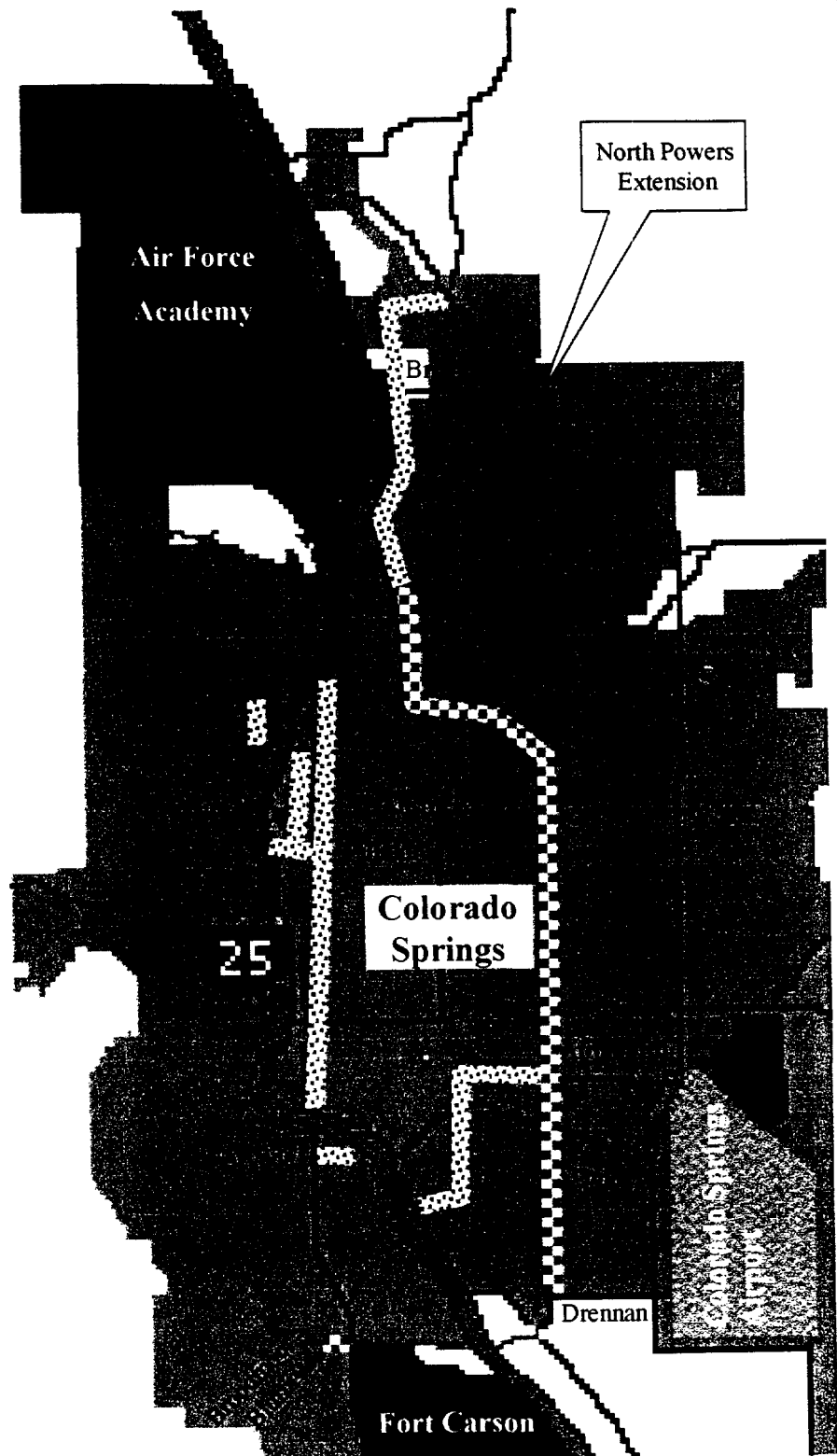
Legend

Contract
Execution

Phase I 

Phase II 

Phase III 





CITY OF COLORADO SPRINGS

110-11

DATE: May 27, 1999

TO: James Mullen, City Manager

FROM: Dave Zelenok, Public Works Group Support Manager

RE: Intergovernmental Agreement With The Colorado Department
Of Transportation Concerning Powers and Academy Boulevards

On April 13, 1999 the City Council approved an Intergovernmental Agreement (IGA) between the Colorado Department of Transportation (CDOT) and the City of Colorado Springs for the exchange of a number of State highways.

On April 15, 1999 the State Transportation Commission reviewed the proposed IGA and while they made no substantive changes in the agreement, they did request a few amendments mainly for administrative reasons and/or to clarify issues in the IGA. The Commission then unanimously passed Resolution TC – 724 and authorized the Executive Director to complete the negotiations and execute the agreement. These changes include:

1. A reference to the State resolution (Page 18, paragraph K).
2. Amending Paragraph III (Page 7) to read, "Subject to annual availability, prioritization of statewide strategic projects, and budgeting of funds:"
3. Specifying the locations on Powers Boulevard that are planned to be interchanges and those that are planned to be grade separation only (Pages 12 and 13).

A copy of the original April 13, 1999 City Council agenda item is attached for reference.

Recommendation

The staff recommendation is to approve the attached resolution allowing the agreement to be signed on behalf of the City.

Proposed Motion

Move to approve the attached resolution and accompanying intergovernmental agreement transferring ownership of various State highways, including Academy Boulevard, to the City of Colorado Springs and transferring ownership of Powers Boulevard to the State of Colorado.

Staff would like to make a brief presentation focusing on the time phasing of the roadway transfer and illustrating a number of key issues associated with the swap.